

COOPERATIVE AGREEMENT

between
Rural Fire Protection
Arkansas Forestry Commission
And

(Legal name of Fire Department)

Whereas, the Federal Property and Administrative Services Act of 1949, and the Federal Fire Prevention Control Act of 1974, fall under the Cooperative Forestry Assistance Act of 1978; authorize and direct the State Forester to develop wildfire protection for rural areas in Arkansas; and

Whereas, the prevention and control of wildfires in _____ County(s) is of mutual concern to both parties, and to the State of Arkansas, this Cooperative Agreement (CA) between the _____ Fire Department/Fire Protection District, hereinafter known as the **Fire Department** and the Arkansas Forestry Commission, hereinafter known as the **AFC**, is for the purpose of defining the authority and responsibility of each of the above-named parties and providing for cooperative plans and actions for the prevention, detection and suppression of fires, and for the use and care of fire equipment and tools furnished by the AFC for that purpose; and

Whereas, AFC will be primarily responsible for the prevention, detection and the suppression of forest and wildland fires that may occur on lands within the state; and

Whereas, the Fire Department will be primarily responsible for the prevention, detection and suppression of structural fires that may occur within its operational boundaries, and through this agreement, to actively suppress all forest, grass, crop and wildfires where AFC forces and equipment cannot respond or are not available; and

Whereas, each party will render all available assistance to the other, as practicable, in the suppression of all wildfires. The Fire Department agrees that if called by the AFC to suppress or assist in suppression of a wildfire, no charge for services will be levied against the AFC or the landowner;

Now therefore,

To implement this **Cooperative Agreement** hereinafter known as the **CA**, both parties agree to the following:

AFC agrees:

- A. To make available (based on determination of need and availability), to the Legally Organized Fire Department by the state of Arkansas, certain fire equipment and fire tools to be used in the suppression of fires or for other such emergencies which are threatening the loss of life or property.

1. Federal Excess Personal Property:

- i. To loan Federal Excess Personal Property (FEPP) vehicles and equipment, owned by the US Forest Service, to the Fire Department. Inventoried FEPP items assigned are listed in Appendix "A" designated by the prefix of (AG), and are a part of this Agreement. Such auditable equipment must be open to inspection by state and federal auditors as well as inspections periodically conducted by AFC personnel.
- ii. To provide consumable fire service related FEPP supplies to the Fire Department for use in their official operations.
- iii. To allow the Fire Department to remove any accessories, tools, or equipment, which it has added to FEPP vehicles, prior to returning them to the AFC.
- iv. To provide technical assistance in the use and conversion of the FEPP equipment to a fire or emergency response-ready condition.

2. Department of Defense Firefighter's Property Program:

- i. To provide through the Department of Defense Firefighter's Property Program (FFP) certain vehicles, equipment and supplies for which the AFC must maintain auditable records. Accountable FFP acquired items are listed in Appendix "A" designated by the prefix (DDAR or DAR), and are a part of this Agreement. Such auditable equipment must be open to inspection by state and federal auditors as well as periodic inspections conducted by AFC personnel.
- ii. To pass ownership of FFP acquired rolling stock to the Fire Department while AFC retains physical possession of the title for 1 year past the "In-Service" date of the vehicle with the **exception of DMIL Q6 items (see Addendum A)**. To pass ownership of FFP "non-rolling stock" to the Fire Department will consist of having the property item "In-Service"(painted and cooperative decal) within 1 year of transfer and remain "In-Service" for 1 year from "in-service" date with the **exception of DMIL Q6 items (see Addendum A)**.

- B. To provide WFVF Grants, as long as the program is viable, each Fire Department with an signed CA with the AFC, provided the population of the Fire Department protection area is 10,000 or less and be 75% volunteer.
- C. To provide training in basic wildfire suppression techniques and wildfire safety considerations according to the training schedule.
- D. Provide the ability to acquire wildland firefighting equipment through State Contract Items.
- E. Provide an interest free loan for purchase of approved equipment for up to three years based on the requirements and availability of monies in the program

Fire Department agrees:

- A. To use fire fighting and emergency response equipment and vehicles provided through the AFC under the specified guidelines.

1. Federal Excess Personal Property:

- i. To use FEPP property only to suppress or assist in the suppression of fires and for other emergencies which threaten the loss of life or property as outlined in this agreement.
- ii. To convert the FEPP vehicles into acceptable fire control units painted to match the other equipment owned by the Fire Department and affix the provided decal so that the cooperation between the Fire Department and the AFC is properly indicated. Any modifications made to FEPP shall not exceed the GVWR when vehicle is fully loaded.
- iii. To complete all necessary FEPP vehicle conversions as mentioned above including painting, provide proper storage and initial inspection within six months of acquisition. If a conversion is not completed within six months of acquisition, the vehicle may be reassigned by AFC to another fire department.
- iv. To assist in hauling any FEPP property that is assigned to the Fire Department from a location designated by AFC and to be responsible for any transportation, including return of equipment to the return point designated by AFC, after the item is no longer needed by the Fire Departments.
- v. To pay any repair, operational and insurance costs associated with the use of any FEPP vehicle or equipment while it is on loan to the Fire Department.
- vi. To provide secure indoor storage for all loaned FEPP equipment, maintain this equipment in good, operational condition and have equipment available for inspection during normal business hours upon reasonable notification.
- vii. To assure that any FEPP equipment in the Fire Department's possession is used only for fire suppression, and prevention. Any equipment secured under this program that is no longer useful to the Fire Department will be returned upon notification to the AFC. The Fire Department agrees to **not** cannibalize, remove parts, or in any manner render the vehicle unusable.
- viii. To maintain public liability and property damage insurance coverage, at no less than the state mandated minimums on all FEPP vehicles obtained under this program.
- ix. To provide the AFC with a copy of proof of current liability insurance for all FEPP vehicles obtained under this program.
- x. Give notification to AFC within 24 hours of any incidents involving FEPP equipment. These incidents include accident, loss, stolen or damaged.
- xi. To acknowledge that the equipment or supplies loaned under this agreement carries no express or implied warranty and, on behalf of itself and its agents, successors and assign,

agrees that it shall make no claim against the United States Government or the AFC

based on any apparent or latent defect in such loaned equipment or supplies.

- xii. To insure that all operators of FEPP loaned vehicles have the appropriate and valid Arkansas Operators Drivers Licenses.
- xiii. To agree to indemnify and hold harmless the United States Government and AFC including AFC Rural Fire Protection and its agents and employees from any and all claims or damages, or causes of action, arising out of the use or condition of the loaned equipment or supplies.
- xiv. Provide to the U S FOREST SERVICE (including its Office of Inspector General), the Comptroller General of the United States, and their authorized representatives access and the right to examine all records, books, papers, or documents relating to the FEPP program. This requirement shall also apply to all other recipients and users of FEPP, including local governments, private organizations, recognized Indian Tribes, and individuals. This provision shall be incorporated into any agreement between the STATE and other users.
- xv. All requests for Fire Boats will comply with the regulations set forth in the “Fire Boat Request and Guidelines Procedures” as stated in the Standard Operating Procedure (SOP) and attachments to the SOP.

2. Department of Defense Firefighter’s Property Program:

- i. To accept the vehicles and/or rolling stock as is and to repair, convert and equip it for fire or emergency response within six months of receipt of the item.
- ii. To accept all other equipment and/or consumeable items as is and to repair, convert and equip it for fire or emergency response within one year of receipt of the item, and keep the item in service for one year from in service date.
- iii. To take ownership of and title in the Fire Department’s name of any rolling stock (trucks, fire engines, etc.) acquired through the FFP program with the **exception of DMIL Q6 items (see Addendum A)**.
- iv. To allow the AFC to retain physical possession of the title one year, from the “in-service” date, for vehicles and rolling stock that is acquired through the FFP program and is titled in the Fire Department’s name with the **exception of DMIL Q6 items (see Addendum A)**.
- v. To not accept ownership of FFP property for the sole purpose of passing on equipment to non-firefighting agencies.
- vi. To mark FFP acquired vehicles and equipment with a DoD FFP “in Cooperation” sticker which will be provided by the AFC; after it has received final painting.

That painting should match the current colors of the fire department equipment and colors accepted by AFC which are: red, white, yellow. All vehicles must be kept within the GVWR tolerances and system and braking limits, to be accepted by AFC.

- vii.** To use this equipment only to assist in the suppression of fires and for response to other emergencies which are threatening the loss of life or property both within its operational boundaries and under mutual agreements with neighboring communities.
- viii.** To pick up this equipment at a place designated by the AFC and to be responsible for all operational cost, transportation and repairs.
- ix.** To provide for adequate indoor storage and maintenance for this equipment and fire tools and to make same available for periodic inspections by the AFC.
- x.** To maintain public liability and property damage insurance coverage, at no less than the state mandated minimums on all FFP vehicles obtained under this program.
- xi.** To provide the AFC with a copy of proof of current insurance for all FFP vehicles obtained under this program throughout the complete time the Fire Department has physical possession of the property.
- xii.** To remove any and all FEPP property, ie: tanks, pumps, hose, etc., that may be affixed to the FFP acquired vehicle before the vehicle is permanently taken out of service or sold by the Fire Department. All such FEPP equipment will be return to the AFC if it is no longer of use by the Fire Department.
- xiii.** Recipients of Firefighting Property Program property will provide access to and the right to examine all records, books, papers, or documents for 75 months relating to DoD firefighting property transferred under 10 U.S.C. 2576b to the Forest Service, the State Agency, and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representatives.
- xiv.** To abide by all rules and guidelines established by this agreement and supplements provided by AFC.

B. Fire Suppression

1. To protect AFC lands and structures from fires within the Fire Department's jurisdictional boundaries and to exclude the AFC from membership dues or annual protection fees.
2. To adopt and use the Incident Command System when suppressing wildfires in Arkansas.

Violation of any of the terms of this CA as mentioned above could result in the loss of loaned FEPP equipment, all FFP ownership equipment, training opportunities and grant application privileges.

This CA shall be effective when signed by both parties. It continues in effect unless and until either party gives 60 days notice in writing to the other party.

This CA shall be updated upon any change in the signing authorities whose signatures appear below.

This CA replaces all current CA in place and from this time forward.

The _____
(Legal name of fire organization)

By _____

Title _____

Date _____

ARKANSAS FORESTRY COMMISSION- STATE FORESTER JOE S. FOX

By _____
District Forester

Date _____

APPENDIX A

Listed below are the Federal Excess Property items covered by this Agreement. As additional items are assigned, they will be added to this Appendix. FEPP property on loan is designated by the prefix (AG), and FFP ownership property is designated by the prefix of (DDAR or DAR).

Attached FEPMIS Inventory Sheets correspond to Appendix A follows this page:

All pages must be initialed by signing authority

ADDENDUM A

CONDITIONAL OWNERSHIP of Fire Fighter Program (FFP) Demil Q6 (**obtained after 10/20/14**) “rolling stock” and “non-rolling stock” transfers when items are placed “**In-Service**” and documented in continual service for one year. Vehicles must be insured and sheltered.

The Department of Defense (DOD) classification (Q6) (**obtained after 10/20/14**) is a classification of property within the Fire Fighter Program (FFP) for which title MAY not transfer for the DOD to the Fire Department.

The described Q6 property will be inspected (inventoried) each year by the AFC Rangers similar to FEPP (loaner program) property inspections.

When the above describe equipment is no longer needed it will be returned to AFC Greenbrier for processing and transporting back to DOD.

Major improvements to the trucks such as tanks and pumps funded by the fire department may be removed from the truck before returning to AFC Greenbrier.